Remarks

Claims 1-73 are pending.

A Supplemental Information Disclosure Statement and a Request for a One-Month Extension of Time and duplicate copy thereof accompany this Response.

Rejections under 35 USC § 103(a)

The Examiner rejects Claims 1-9, 11-32 and 35-73 as being unpatentable over the web site of Hertz Corporation (Hertz-I) (pages 1-61) in view of the web site of U-Haul International, Inc. (U-Haul-I).

Applicants traverse the citation of all of the pages of Hertz-I by the Examiner, since it appears that the Examiner has improperly included Internet information dating from after Applicants' filing date. On page 2 of the Office Action, the Examiner states that the cited Hertz-I pages 47-61[1] are dated after Applicants' filing date.

> An electronic publication, including an on-line database or Internet publication, is considered to be a "printed publication" within the meaning of 35 U.S.C. §§ 102(a) and (b) provided the publication was accessible to persons concerned with the art to which the document relates.

See In re Wyer, 655 F.2d 221, 227, 210 USPQ 790, 795 (CCPA 1981).

However, the evidence of record does not show that certain portions of Hertz-I were publicly available and accessible as of the filing date of the present Application, namely, October 27, 2000.

Date of Availability

> Prior art disclosures on the Internet or on an on-line database are considered to be publicly available *as of the date the item was publicly posted*. If the publication does not include a publication date (or retrieval date), it *cannot be relied upon as prior art* under 35 U.S.C. 102(a) or (b) .... Examiners may ask the Scientific and Technical Information Center to find the earliest date of publication. See MPEP § 901.06(a), paragraph IV. G.

See MPEP 2128 (*emphasis added*).

Applicants traverse the incorporation of portions of Hertz-I, which clearly do not contain a date of public posting prior to Applicants' filing date. Those portions of Hertz-I include pages 37-52 and 54-61, which show a copyright date of 2002 and/or which appear to

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[1] Page 53 of Hertz-I shows a copyright date of 1997.

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have been taken from the Hertz web site on September 24, 2002. Those dates are clearly after Applicants' filing date. Applicants also traverse any inference that the Examiner might make that the present state of the Internet reflects the state of the Internet prior to October 27, 2000.

The Examiner states that the cited pages are provided because it is not possible for the Examiner to go back in time to make a reservation on Hertz. Nevertheless, this does not excuse the Examiner from the requirement, as cited above, that if a publication does not include a prior publication date (or retrieval date or date of public posting), then it cannot be relied upon as prior art.

The Examiner further states (Office Action, page 2, first paragraph) that "the proposal is provided based upon the customer requirements, retrieve customer generated reservations etc." This statement is not understood. To the extent that the Examiner takes the position that this justifies the citation of a disclosure on the Internet as having a date prior to the date of public posting, that position is respectfully traversed.

Applicants also traverse the incorporation of portions of U-Haul-I, which clearly do not contain a date of public posting prior to Applicants' filing date. Those portions of U-Haul-I include page 9, which shows a copyright date of 2002 and/or which appears to have been taken from the U-Haul web site on September 25, 2002. Those dates are clearly after Applicants' filing date.

Hence, it is requested that the Examiner include only pages 1-36 and 53 of Hertz-I (hereinafter, Hertz-II) and only pages 1-8 and 10-18 of U-Haul-I (hereinafter, U-Haul-II) in a new form PTO-892, in order that the record shows that the Examiner has cited, made of record and considered that particular reference.

In view of the above, and in the interest of the completeness of the record, Applicants respond to the present rejection in terms of only Hertz-II (i.e., pages 1-36 and 53 of Hertz-I) and U-Haul-II (i.e., pages 1-8 and 10-18 of U-Haul-I), which pages contain a date prior to Applicants' filing date.

Hertz-II (page 17) discloses that one can check the latest Hertz rates and instantly make, modify (page 22), or cancel (page 22) reservations on-line. A credit card number is required to secure all reservations. If you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including the credit card number) contained in your rental profile. Hertz-II (page 18) discloses a rate and general information screen. Hertz-II (page 27) discloses updating a Hertz #1 Gold Profile online.

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U-Haul-II discloses (page 4) that "[o]nline reservations [are] coming soon. In the meantime, rate quote requests are available." *See* U-Haul-II (pages 4-7).

The Examiner states that U-Haul-I discloses a system and method for allowing customers to request for a reservation online over the Internet. It is submitted that U-Haul-II, which merely discloses that online reservations are "coming soon," provides no enabling disclosure regarding any online reservation.

The Examiner further states that that U-Haul-I discloses an online form. At best, U-Haul-II discloses an online rate quote form including a phone number. *See* U-Haul-II (pages 4-7).

Claim 1 recites, *inter alia*, a method for completing a rental agreement online comprising: entering reservation-related information and rental-related information for an item or service, the entering step entering: (a) the rental-related information without employing a master rental agreement, or (b) at least some of the rental-related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement; providing a reservation for the item or service based at least in part upon the reservation-related information; creating and displaying a rental proposal based upon the reservation and the rental-related information; accepting the rental proposal online; and displaying a rental agreement based upon the accepted rental proposal.

Hertz-II, which discloses (page 17) that if you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including credit card number) contained in a rental profile, does not teach or suggest the refined recital of a method for completing a rental agreement online including entering reservation-related information and rental-related information for an item or service, in which the entering step enters: (b) at least some of the rental-related information from a master rental agreement and allows modification of information from such master rental agreement for rental of the item or service *without modifying the master rental agreement*; creating and displaying a rental proposal based upon a reservation and the rental-related information; accepting the rental proposal online; and displaying a rental agreement based upon the accepted rental proposal.

It is submitted that Hertz-II, which expressly teaches updating of the Hertz #1 Gold Profile, teaches away from the refined recital of entering rental-related information from a master rental agreement, and allowing modification of the information from the master rental agreement for rental of the item or service *without modifying the master rental agreement.*

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At best, <u>Hertz-II</u> (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However, <u>Hertz-II</u> does not teach or suggest a method for completing a rental agreement online including entering: (a) rental-related information *without employing a master rental agreement*; creating and displaying a rental proposal based upon a reservation and the rental-related information; accepting the rental proposal online; and displaying a rental agreement based upon the accepted rental proposal.

As set forth in the present specification at page 3, lines 2-6, known conventional reservation methods and systems do not permit a user to complete an online rental agreement for a vehicle without employing a pre-existing master rental agreement. Furthermore, such systems do not permit a user to complete an online rental agreement with rental-related information that is different from that which is contained in the master rental agreement.

As also set forth in the present specification at page 31, line 32 through page 32, lines 6, under the invention, a user need not employ a master rental agreement in order to complete an online reservation and rental of a vehicle. Furthermore, such a user having a master rental agreement for business (or other) purposes may still employ some of the user profile information from that master rental agreement, and modify some of that profile information for a personal vehicle rental, without modifying the business-related master rental agreement.

It is submitted that <u>U-Haul-II</u>, which discloses that "[o]nline reservations [are] coming soon," and which discloses an online rate quote form including a phone number, adds nothing to <u>Hertz-II</u> regarding the refined recital of Claim 1.

Accordingly, for the above reasons, it is submitted that Claim 1 patentably distinguishes over the references.

Claims 2-9, 11-32 and 35-37 depend directly or indirectly from Claim 1 and patentably distinguish over the references for the same reasons.

Claims 2, 3, 5, 11-15, 20, 21, 25-31 and 37 are not separately asserted to be patentable except in combination with Claim 1 from which they directly or indirectly depend.

Furthermore, Claim 4 recites entering at least some of the rental-related information from a master rental agreement; and allowing modification of the information from the master rental agreement for rental of the item or service *without modifying the master rental agreement*. The Examiner (Office Action, page 4) points to the fact that <u>Hertz-II</u> (page 27) discloses that you can update the Hertz #1 Gold Profile online. Claim 4 depends

from Claim 1 and includes all of the limitations thereof. It is submitted that <u>Hertz-II</u>, which expressly teaches updating of the Hertz #1 Gold Profile, teaches away from the refined recital of entering rental-related information from a master rental agreement, and allowing modification of the information from the master rental agreement for rental of the item or service *without modifying the master rental agreement*. Therefore, Claim 4 further patentably distinguishes over the references.

Furthermore, Claim 6 recites maintaining a history of rental information for prior rentals by a user; entering information from an identification of a user; and entering at least some of the rental-related information from the history based upon the information from an identification of a user without employing a master rental agreement. The references (*i.e.*, <u>Hertz-II</u> and <u>U-Haul-II</u>) do not teach or suggest entering at least some of rental-related information from a history based upon information from an identification of a user without employing a master rental agreement. At best, <u>Hertz-II</u> (page 53) teaches and suggests storing and retrieving a reservation. However, there is no teaching or suggestion of maintaining a history of rental information for prior rentals by a user; entering information from an identification of a user; and entering at least some of rental-related information from such history based upon such information from an identification of a user without employing a master rental agreement. Hence, Claim 6 further patentably distinguishes over the references.

Claim 7 depends from Claim 6 and includes all of the limitations of Claims 1 and 6. Furthermore, Claim 7 recites employing a driver's license as the recited identification. <u>Hertz-II</u> (page 7) discloses that a driver's license must be physically presented at the time of rental. Since, the references do not teach or suggest the limitations of Claims 1 and 6, they clearly do not teach or suggest this additional limitation which further distinguishes over the references.

Claim 8 depends from Claim 6 and includes all of the limitations of Claims 1 and 6. Claim 6 recites, for example, maintaining a history of rental information for prior rentals by a user. Furthermore, Claim 8 recites provisionally entering at least some of the rental-related information from such history. The Examiner states that <u>Hertz-I</u> does not disclose entering some of rental-related information from a history. The Examiner also states that <u>Hertz-I</u> can enter some of rental-related information from a user's stored information. In this regard, the Examiner refers to <u>Hertz-II</u> (page 27), which discloses that the Hertz #1 Club® or a Hertz #1 Club Gold® member can use some or all of information (including

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credit card number) contained in a rental profile. However, that is completely different than the refined recital of maintaining a history of rental information for prior rentals by a user.

The Examiner further states that it is known to use cookies to store user information which can be used to fill transaction forms. This statement is traversed and the Examiner is requested to cite a reference within the context of the refined recital of Claims 1, 6 and 8 in which a history is maintained of rental information for prior rentals by a user, and at least some of rental-related information from such history is provisionally entered. Accordingly, for the above reasons, it is submitted that Claim 8 further patentably distinguishes over the references.

Claim 9 depends from Claim 8 and includes all of the limitations of Claims 1, 6 and 8. Furthermore, Claim 9 recites modifying at least some of the provisionally entered at least some of the rental-related information from the history. The Examiner states that it "is obvious that on the forms that are filled in by the system, customers are given the opportunity to override the information. For example, [a] customer may want to use a different credit card for this rental." The Examiner (Office Action, page 5) points to the fact that Hertz-II (page 27) discloses that you can update the Hertz #1 Gold Profile online. It is submitted that Hertz-II, which expressly teaches updating of the Hertz #1 Gold Profile, teaches away from modifying at least some of provisionally entered rental-related information from a history. Therefore, for the above reasons, it is submitted that Claim 9 further patentably distinguishes over the references.

Claims 16-19 depend directly or indirectly from Claim 15 and include all of the limitations of Claims 1, 15 and any intervening claim.

In connection with these claims, the Examiner refers to pages 24 and 25 of Hertz-II, which respectively disclose the United States Fleet of Hertz and an economy class car thereof. Those web pages have nothing to do with completing a rental agreement online; entering reservation-related information and rental-related information for an item or service; providing a reservation for the item or service based at least in part upon the reservation-related information; creating and displaying a rental proposal based upon the reservation and the rental-related information; accepting the rental proposal online; and displaying a rental agreement based upon the accepted rental proposal.

It is submitted that the references do not teach or suggest the refined recitals of selecting a vehicle for reservation in the recited reservation-related information (Claim 16), selecting a capacity of the vehicle in the recited reservation-related information (Claim 17), employing at least one of luggage capacity and passenger capacity as the recited capacity of

the vehicle (Claim 18), and displaying at least one of an image of the recited vehicle, a class of the recited vehicle, and a rental price for the recited vehicle prior to the step of selecting a capacity of the vehicle (Claim 19) in combination with the recitals of Claims 1 and 15. See, for example, the reservation process of <u>Hertz-II</u> (pages 17-21). Hence, it is submitted that Claims 16-19 further patentably distinguish over the references.

Claim 22 depends from Claim 1 and includes all of the limitations thereof. Furthermore, Claim 22 recites displaying instructions for a user at a rental facility in the rental agreement. Since the references do not teach or suggest the recited rental agreement based upon an accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claim 23 depends from Claim 22 and includes all of the limitations of Claims 1 and 22. Furthermore, Claim 23 recites employing a plurality of different rental facilities; selecting one of the rental facilities; and dynamically providing the instructions based upon the selected one of the rental facilities. Since the references do not teach or suggest the recited instructions of Claim 22 or a rental agreement based upon an accepted rental proposal of Claim 1, they clearly neither teach nor suggest dynamically providing instructions based upon a selected one of rental facilities, which further patentably distinguishes over the references.

Claim 24 depends from Claim 1 and includes all of the limitations thereof. Furthermore, Claim 24 recites displaying a rental confirmation in the rental agreement. Since the references do not teach or suggest the recited displaying the rental agreement based upon an accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claims 32 and 35-37 depend from Claim 1 and include all of the limitations thereof.

Furthermore, Claim 32 recites displaying rental terms and conditions in the rental proposal. Since the references do not teach or suggest the recited rental proposal based upon the reservation and the rental-related information of Claim 1, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Furthermore, Claim 35 recites linking from the e-mail message to a web page to complete the rental agreement. The Examiner states that <u>Hertz-I</u> does not disclose having a URL in an e-mail message to link to a web page. The Examiner further states that that it is known that URLs have been used in emails "to take a user to the selected web page to

expedite [the] user getting access to the information". This statement is traversed as applied to the refined recital of Applicants' claims. It is respectfully requested that the Examiner cite a reference within the context of the present claims, which reference links from an e-mail message to a web page to complete the recited rental agreement of Claim 1. Accordingly, it is submitted that Claim 35 further patentably distinguishes over the cited references.

Furthermore, Claim 36 recites modifying the rental agreement. Since the references do not teach or suggest the recited rental agreement based upon an accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claim 38 is an independent claim which recites, *inter alia*, a method for completing a rental agreement between a client system and a server system comprising: under control of the client system, entering first information pertaining to a reservation of an item or service, and second information pertaining to a rental of the item or service, the entering step entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement, sending the first information and the second information to the server system, receiving from the server system a rental proposal based upon the first information and the second information, displaying the rental proposal, and accepting the rental proposal online; and under control of the server system, receiving the first information and the second information from the client system, providing a reservation based at least in part upon the first information, generating the rental proposal based upon the reservation and the second information, and sending the rental proposal to the client system.

Hertz-II, which discloses (page 17) that if you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including credit card number) contained in a rental profile, does not teach or suggest the refined recital of a method for completing a rental agreement between a client system and a server system including entering first information pertaining to reservation of an item or service and second information pertaining to rental of such item or service, in which the entering step enters: (b) at least some of the second information from a master rental agreement and allows modification of the second information from such master rental agreement for rental of the item or service *without modifying the master rental agreement*; sending the first information and the second information to a server system; providing a reservation based at least in part

upon the first information; generating a rental proposal based upon the reservation and the second information; sending the rental proposal to a client system; receiving from the server system the rental proposal based upon the first information and the second information; displaying the rental proposal; and accepting the rental proposal online.

At best, Hertz-II (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However, Hertz-II does not teach or suggest a method for completing a rental agreement online between a client system and a server system including entering: (a) recited second information *without employing a master rental agreement*; sending recited first and second information to a server system; providing a reservation based at least in part upon the first information; generating a rental proposal based upon the reservation and the second information; sending the rental proposal to a client system; receiving from the server system the rental proposal based upon the first and second information; displaying the rental proposal; and accepting the rental proposal online.

It is submitted that U-Haul-II, which discloses that "[o]nline reservations [are] coming soon," and which discloses an online rate quote form including a phone number, adds nothing to Hertz-II regarding the refined recital of Claim 38.

Therefore, for the above reasons, it is submitted that Claim 38 patentably distinguishes over the references.

Claims 39-42 depend directly or indirectly from Claim 38 and patentably distinguish over the references for the same reasons.

Claim 42 is not separately asserted to be patentable except in combination with Claim 38 from which it depends.

Furthermore, Claim 39 recites including terms and conditions in the rental proposal; displaying an object; selecting the displayed object to accept the terms and conditions; and including the terms and conditions in the rental agreement. Since the references do not teach or suggest the recited rental proposal, which is accepted online, of Claim 38, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Furthermore, Claim 40 recites generating the rental agreement at the server system based upon the accepted rental proposal. Since the references do not teach or suggest the recited accepted rental proposal of Claim 38, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Furthermore, Claim 41 recites sending the rental agreement from the server system to the client system; and displaying the rental agreement at the client system. Since the references do not teach or suggest the recited rental agreement of Claim 38, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claim 43 is an independent claim which recites, *inter alia*, a client system for completing a rental agreement with a server system, the client system comprising: an entry component entering first information pertaining to a reservation of an item or service, and entering second information pertaining to a rental of the item or service by entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement; a processor component cooperating with the entry component; a communication component, responsive to the processor component, sending the first and second information to the server system, and receiving from the server system a rental proposal responsive to the sent first and second information; and a display component displaying the rental proposal, the entry component and the processor component cooperating to initiate acceptance of the rental proposal, and the communication component, responsive to the acceptance, sending the acceptance to the server system, in order to complete the rental agreement online.

Hertz-II, which discloses (page 17) that if you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including credit card number) contained in a rental profile, does not teach or suggest the refined recital of a client system entry component entering first information pertaining to reservation of an item or service and second information pertaining to rental of such item or service by entering: (b) at least some of the second information from a master rental agreement and allowing modification of the second information from such master rental agreement for rental of the item or service *without modifying the master rental agreement*; a communication component, responsive to a processor component, sending the first and second information to a server system, and receiving from the server system a rental proposal responsive to the sent first and second information; and a display component displaying the rental proposal, the entry component and the processor component cooperating to initiate acceptance of the rental proposal, and the communication component, responsive to the acceptance, sending the acceptance to the server system, in order to complete the rental agreement online.

At best, <u>Hertz-II</u> (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However, <u>Hertz-II</u> does not teach or suggest a client system for completing a rental agreement with a server system including an entry component entering: (a) recited second information *without employing a master rental agreement*; a communication component, responsive to a processor component, sending the first and second information to a server system, and receiving from the server system a rental proposal responsive to the sent first and second information; and a display component displaying the rental proposal, the entry component and the processor component cooperating to initiate acceptance of the rental proposal, and the communication component, responsive to the acceptance, sending the acceptance to the server system, in order to complete the rental agreement online.

It is submitted that <u>U-Haul-II</u>, which discloses that "[o]nline reservations [are] coming soon," and which discloses an online rate quote form including a phone number, adds nothing to <u>Hertz-II</u> regarding the refined recital of Claim 43.

Hence, for the above reasons, it is submitted that Claim 43 patentably distinguishes over the references.

Claims 44-48 depend directly or indirectly from Claim 43 and patentably distinguish over the references for the same reasons.

Claims 44-48 are not separately asserted to be patentable except in combination with Claim 43 from which they directly or indirectly depend.

Claim 49 is an independent claim which recites, *inter alia*, a server system for completing a rental agreement with a client system, the server system comprising: a data storage component storing information for a plurality of items or services; a communication and processing component receiving first information pertaining to a reservation of an item or service from the client system, and receiving second information pertaining to a rental of the item or service from the client system; a reservation component retrieving stored information from the data storage component for the items or services, and providing a reservation based at least in part upon the first information and the retrieved stored information; and a rental component generating a rental proposal based upon the reservation and the received second information, sending the rental proposal to the client system, and receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online, the rental component receiving: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and

allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement.

Hertz-II, which discloses (page 17) that if you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including credit card number) contained in a rental profile, does not teach or suggest the refined recital of a server system for completing a rental agreement with a client system in which a server system rental component receives: (b) at least some of recited second information, pertaining to a rental of an item or service, from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of such item or service *without modifying the master rental agreement*; a data storage component storing information for a plurality of items or services; a communication and processing component receiving first information pertaining to a reservation of an item or service from the client system, and receiving the second information from the client system; a reservation component retrieving stored information from the data storage component for the items or services, and providing a reservation based at least in part upon the first information and the retrieved stored information; and a rental component generating a rental proposal based upon the reservation and the received second information, sending the rental proposal to the client system, and receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online.

At best, Hertz-II (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However, Hertz-II does not teach or suggest a server system for completing a rental agreement with a client system in which a server system rental component receives: (a) recited second information *without employing a master rental agreement*; a data storage component storing information for a plurality of items or services; a communication and processing component receiving first information pertaining to a reservation of an item or service from the client system, and receiving the second information from the client system; a reservation component retrieving stored information from the data storage component for the items or services, and providing a reservation based at least in part upon the first information and the retrieved stored information; and a rental component generating a rental proposal based upon the reservation and the received second information, sending the rental proposal to the client system, and receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online.

It is submitted that U-Haul-II, which discloses that "[o]nline reservations [are] coming soon," and which discloses an online rate quote form including a phone number, adds nothing to Hertz-II regarding the refined recital of Claim 49.

Accordingly, for the above reasons, it is submitted that Claim 49 patentably distinguishes over the references.

Claims 50-52 depend directly or indirectly from Claim 49 and patentably distinguish over the references for the same reasons.

Claims 50-52 are not separately asserted to be patentable except in combination with Claim 49 from which they directly or indirectly depend.

Claim 53 is an independent claim which recites, *inter alia*, a method for completing a rental agreement with a server system using a client system comprising: entering first information pertaining to a reservation of an item or service, and second information pertaining to a rental of the item or service, the entering step entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement; sending the first and second information to the server system; receiving from the server system a rental proposal responsive to the sent first and second information; displaying the rental proposal; accepting the rental proposal; and sending the acceptance to the server system, in order to complete the rental agreement online.

Hertz-II, which discloses (page 17) that if you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including credit card number) contained in a rental profile, does not teach or suggest the refined recital of a method for completing a rental agreement with a server system using a client system including entering first information, pertaining to reservation of an item or service, in which the entering step enters: (b) at least some of the second information from a master rental agreement and allows modification of the second information from such master rental agreement for rental of the item or service *without modifying the master rental agreement*; sending the first and second information to a server system; receiving from the server system a rental proposal responsive to the sent first and second information; displaying the rental proposal; accepting the rental proposal; and sending the acceptance to the server system, in order to complete the rental agreement online.

At best, Hertz-II (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However,

Hertz-II does not teach or suggest a method for completing a rental agreement with a server system using a client system including entering: (a) second information *without employing a master rental agreement*; sending the first and second information to a server system; receiving from the server system a rental proposal responsive to the sent first and second information; displaying the rental proposal; accepting the rental proposal; and sending the acceptance to the server system, in order to complete the rental agreement online.

It is submitted that U-Haul-II, which discloses that "[o]nline reservations [are] coming soon," and which discloses an online rate quote form including a phone number, adds nothing to Hertz-II regarding the refined recital of Claim 53.

Therefore, for the above reasons, it is submitted that Claim 53 patentably distinguishes over the references.

Claim 54 is an independent claim which recites, *inter alia*, a method for completing a rental agreement with a client system using a server system comprising: storing information for a plurality of items or services; receiving from the client system first information pertaining to a reservation of an item or service, and second information pertaining to a rental of the item or service; retrieving the stored information for the items or services; providing a reservation based at least in part upon the first information and the retrieved stored information; generating a rental proposal based upon the reservation and the received second information, the generating step generating the rental proposal: (a) without employing a master rental agreement, or (b) employing at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement; sending the rental proposal to the client system; and receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online.

Hertz-II, which discloses (page 17) that if you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including credit card number) contained in a rental profile, does not teach or suggest the refined recital of a method for completing a rental agreement with a client system using a server system including a generating step generating a rental proposal: (b) employing at least some of recited second information, pertaining to a rental of the item or service, from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of an item or service *without modifying the master rental agreement*; storing information for a plurality of items or services; receiving from the client system first information pertaining

to a reservation of an item or service, and the second information; retrieving the stored information for the items or services; providing a reservation based at least in part upon the first information and the retrieved stored information; generating a rental proposal based upon the reservation and the received second information, sending the rental proposal to the client system; and receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online.

At best, Hertz-II (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However, Hertz-II does not teach or suggest a method for completing a rental agreement with a client system using a server system including a generating step generating a rental proposal including a generating step generating a rental proposal: (a) *without employing a master rental agreement*; storing information for a plurality of items or services; receiving from the client system first information pertaining to a reservation of an item or service, and the second information; retrieving the stored information for the items or services; providing a reservation based at least in part upon the first information and the retrieved stored information; generating a rental proposal based upon the reservation and the received second information, sending the rental proposal to the client system; and receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online.

It is submitted that U-Haul-II, which discloses that "[o]nline reservations [are] coming soon," and which discloses an online rate quote form including a phone number, adds nothing to Hertz-II regarding the refined recital of Claim 54.

Hence, for the above reasons, it is submitted that Claim 54 patentably distinguishes over the references.

Claim 55 is an independent claim which recites, *inter alia*, a system for completing a rental agreement comprising: a client sub-system comprising: an entry component entering first information pertaining to a reservation of an item or service, and entering second information pertaining to a rental of the item or service, the entry component entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement, a processor component cooperating with the entry component, a communication component, responsive to the processor component, sending the first and second information to a server sub-system, and receiving from the server sub-system a rental proposal responsive to the sent first and second

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information, and a display component displaying the rental proposal, the entry component and the processor component cooperating to initiate acceptance of the rental proposal, and the communication component, responsive to the acceptance, sending the acceptance to the server sub-system; the server sub-system comprising: a data storage component storing information for a plurality of items or services, a communication component receiving the first and second information from the client sub-system, a reservation component retrieving stored information from the data storage component for the items or services, and providing a reservation based at least in part upon the first information and the retrieved stored information, a rental component generating a rental proposal based upon the reservation and the received second information, and a processor component cooperating with the communication component, the reservation component and the rental component to provide the reservation, to send the rental proposal to the client sub-system and to receive an acceptance of the rental proposal from the client sub-system, in order to complete the rental agreement online; and a communication sub-system communicating between the communication component of the client sub-system and the communication component of the server sub-system.

Hertz-II, which discloses (page 17) that if you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including credit card number) contained in a rental profile, does not teach or suggest the refined recital of a system for completing a rental agreement including a client sub-system entry component entering first information pertaining to a reservation of an item or service, and entering second information pertaining to a rental of the item or service, the entry component entering: (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service *without modifying the master rental agreement*, a communication component, responsive to a processor component, sending the first and second information to a server sub-system, and receiving from the server sub-system a rental proposal responsive to the sent first and second information, and a display component displaying the rental proposal, the entry component and the processor component cooperating to initiate acceptance of the rental proposal, and the communication component, responsive to the acceptance, sending the acceptance to the server sub-system; a server sub-system data storage component storing information for a plurality of items or services, a communication component receiving the first and second information from the client sub-system, a reservation component retrieving stored information from the data storage component for the items or services, and providing a

reservation based at least in part upon the first information and the retrieved stored information, a rental component generating a rental proposal based upon the reservation and the received second information, and a processor component cooperating with the communication component, the reservation component and the rental component to provide the reservation, to send the rental proposal to the client sub-system and to receive an acceptance of the rental proposal from the client sub-system, in order to complete the rental agreement online; and a communication sub-system communicating between the communication component of the client sub-system and the communication component of the server sub-system.

At best, Hertz-II (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However, Hertz-II does not teach or suggest a system for completing a rental agreement including a client sub-system entry component entering first information pertaining to a reservation of an item or service, and entering second information pertaining to a rental of the item or service, the entry component entering: (a) the second information *without employing a master rental agreement*, a communication component, responsive to a processor component, sending the first and second information to a server sub-system, and receiving from the server sub-system a rental proposal responsive to the sent first and second information, and a display component displaying the rental proposal, the entry component and the processor component cooperating to initiate acceptance of the rental proposal, and the communication component, responsive to the acceptance, sending the acceptance to the server sub-system; a server sub-system data storage component storing information for a plurality of items or services, a communication component receiving the first and second information from the client sub-system, a reservation component retrieving stored information from the data storage component for the items or services, and providing a reservation based at least in part upon the first information and the retrieved stored information, a rental component generating a rental proposal based upon the reservation and the received second information, and a processor component cooperating with the communication component, the reservation component and the rental component to provide the reservation, to send the rental proposal to the client sub-system and to receive an acceptance of the rental proposal from the client sub-system, in order to complete the rental agreement online; and a communication sub-system communicating between the communication component of the client sub-system and the communication component of the server sub-system.

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It is submitted that U-Haul-II, which discloses that "[o]nline reservations [are] coming soon," and which discloses an online rate quote form including a phone number, adds nothing to Hertz-II regarding the refined recital of Claim 55.

Accordingly, for the above reasons, it is submitted that Claim 55 patentably distinguishes over the references.

Claims 56-65 depend directly or indirectly from Claim 55 and patentably distinguish over the references for the same reasons.

Claims 56-65 are not separately asserted to be patentable except in combination with Claim 55 from which they directly or indirectly depend.

Claim 66 is an independent claim which recites, *inter alia*, a method for completing a rental agreement online and obtaining an item or service for rental comprising: entering reservation-related information and rental-related information for the item or service, the entering step entering: (a) the rental-related information without employing a master rental agreement, or (b) at least some of the rental-related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement; providing a reservation for the item or service based at least in part upon the reservation-related information; creating and displaying a rental proposal based upon the reservation and the rental-related information; accepting the rental proposal online; displaying the rental agreement based upon the accepted rental proposal; and going to a rental counter before obtaining the item or service for rental.

Hertz-II, which discloses (page 17) that if you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including credit card number) contained in a rental profile, does not teach or suggest the refined recital of a method for completing a rental agreement online and obtaining an item or service for rental including entering reservation-related information and rental-related information for the item or service by entering: (b) at least some of the rental-related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service *without modifying the master rental agreement*; providing a reservation for the item or service based at least in part upon the reservation-related information; creating and displaying a rental proposal based upon the reservation and the rental-related information; accepting the rental proposal online; displaying the rental agreement based upon the accepted rental proposal; and going to a rental counter before obtaining the item or service for rental.

At best, <u>Hertz-II</u> (page 17) teaches or suggests entering information without employing a master rental agreement, and (page 29) making a reservation online. However, <u>Hertz-II</u> does not teach or suggest a method for completing a rental agreement online and obtaining an item or service for rental including entering reservation-related information and rental-related information for the item or service by entering: (a) the rental-related information *without employing a master rental agreement*, providing a reservation for the item or service based at least in part upon the reservation-related information; creating and displaying a rental proposal based upon the reservation and the rental-related information; accepting the rental proposal online; displaying the rental agreement based upon the accepted rental proposal; and going to a rental counter before obtaining the item or service for rental.

It is submitted that <u>U-Haul-II</u>, which discloses that "[o]nline reservations [are] coming soon," and which discloses an online rate quote form including a phone number, adds nothing to <u>Hertz-II</u> regarding the refined recital of Claim 66.

Therefore, for the above reasons, it is submitted that Claim 66 patentably distinguishes over the references.

Claims 67-73 depend directly or indirectly from Claim 66 and patentably distinguish over the references for the same reasons.

Claims 68-70, 72 and 73 are not separately asserted to be patentable except in combination with Claim 66 from which they directly or indirectly depend.

Furthermore, Claim 67 recites displaying the rental proposal at a client system; and accepting the rental proposal at the client system. Since the references do not teach or suggest the recited rental proposal of Claim 66, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Furthermore, Claim 71 recites providing expedited service at the rental counter based upon the rental agreement; and allocating the vehicle at the rental counter. Since the references do not teach or suggest the recited rental agreement of Claim 66, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

The Examiner rejects Claims 10, 60 and 61 as being unpatentable over <u>Hertz-I</u> in view of <u>U-Haul-I</u> and further in view of an article (Reference W of form PTO-892) (<u>kioskcom.com</u>).

In the interest of the completeness of the record, Applicants respond to the present rejection in terms of only <u>kioskcom.com</u>, <u>Hertz-II</u> (*i.e.*, pages 1-36 and 53 of <u>Hertz-I</u>)

and U-Haul-II (*i.e.*, page 1-9 and 11-18 of U-Haul-I), which pages contain a date prior to Applicants' filing date.

The reference kioskcom.com discloses that a "DOLLAR® TRAVEL CENTER" is an interactive kiosk providing helpful travel information for its customers at various airports. The kiosks are conveniently located at the DOLLAR pickup and return areas at each airport. By touch, customers can make air, hotel and DOLLAR car rental reservations; obtain U.S. weather forecasts, driving directions and event information; access personal Web-based e-mail accounts, as well as receive free Internet access and view the top headline news of the day, all at the interactive kiosk.

This reference kioskcom.com, which discloses airport kiosks to make air, hotel and car rental reservations, adds nothing to Hertz-II and U-Haul-II to render Claims 1 and/or 55 unpatentable.

Claim 10 depends from Claim 1 and patentably distinguishes over the references for the same reasons.

Claim 10 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Claims 60 and 61 depend directly or indirectly from Claim 55 and patentably distinguish over the references for the same reasons.

Claims 60 and 61 are not separately asserted to be patentable except in combination with Claim 55 from which they directly or indirectly depend.

The Examiner rejects Claims 34 and 35[2] as being unpatentable over Hertz-I in view of U-Haul-I and further in view of U.S. Patent No. 5,991,739 (Cupps et al.).

As was discussed above, in the interest of the completeness of the record, Applicants respond to the present rejection in terms of only Cupps et al., Hertz-II (*i.e.*, pages 1-36 and 53 of Hertz-I) and U-Haul-II (*i.e.*, page 1-9 and 11-18 of U-Haul-I), which pages contain a date prior to Applicants' filing date.

Cupps et al. discloses a system and method for providing an online ordering machine that manages the distribution of home delivered products over a distributed computer system. The background section of this reference discloses (col. 1, lines 21-29) that a consumer can place an order from a menu of a selected restaurant which is transferred to a World Wide Waiter server. The World Wide Waiter server then emails the order over the Internet to the restaurant. The restaurant confirms the order to the World Wide Waiter

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[2] It appears from the last paragraph of page 17 of the Office Action that the Examiner applies this rejection to Claims 33 and 34. Accordingly, in the interest of completeness, this Response assumes that the present rejection applies to Claims 33-35.

server. Upon receiving the restaurant's confirmation, the World Wide Waiter server transmits to the consumer a confirming email that the restaurant has received the order and will deliver the order.

The reference discloses that if an IVR procedure 134 receives a response from a vendor 108, an online order procedure 132 transmits a notification to the customer indicating the status of an order and updates an order database 128 with the status thereby completing the order. Notification to the customer can be by an email message. The reference also discloses that the online order procedure 132 can transmit to the vendor 108 directions to the customer's location as an email message.

This reference Cupps et al., which discloses a server emailing an order over the Internet to a restaurant and which discloses an online order procedure 132 that transmits a notification to a customer by an email message and transmits to a vendor 108 directions to a customer's location as an email message, adds nothing to Hertz-II and U-Haul-II to render Claim 1 unpatentable.

Claims 33-35 depend from Claim 1 and patentably distinguish over the references for the same reasons.

Claims 33 and 34 are not separately asserted to be patentable except in combination with Claim 1 from which they depend.

Furthermore, Claim 35 recites linking from the e-mail message to a web page to complete the rental agreement. The patentability of Claim 35 over Hertz-II and U-Haul-II was discussed above.

The Examiner states that it is known from Cupps et al. (col. 11, ll. 20-27) to "notify [a] customer using email to expedite the notification process and save on postage charges". Cupps et al., which discloses various communication links, does not teach or suggest any linking from an e-mail message, much less such linking to a web page to complete a rental agreement. It is submitted that Cupps et al., which discloses a server emailing an order over the Internet to a restaurant and which discloses an online order procedure 132 that transmits a notification to a customer by an email message and transmits to a vendor 108 directions to a customer's location as an email message, adds nothing to Hertz-II and U-Haul-II regarding the refined recital of Claim 35 of linking from an e-mail message to a web page to complete a rental agreement, which further patentably distinguishes over the references.

Reconsideration and early allowance are respectfully requested.

Respectfully submitted,

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